

Judgment rendered May 21, 2025.
Application for rehearing may be filed
within the delay allowed by Art. 2166,
La. C.C.P.

No. 56,236-CA
No. 56,241-CA
(Consolidated Cases)

COURT OF APPEAL
SECOND CIRCUIT
STATE OF LOUISIANA

* * * * *

FIRST TOWER LOAN, LLC
D/B/A TOWER LOAN OF
WINNFIELD

Plaintiff-Appellant

versus

ROY COMBS

Defendant-Appellee

* * * * *

consolidated with

* * * * *

FIRST TOWER LOAN, LLC
D/B/A TOWER LOAN OF
WINNFIELD

Plaintiff-Appellant

versus

MATTHEW POWELL, AKA
MATTHEW DOMINIQUE
POWELL

Defendant-Appellee

* * * * *

Appealed from the
Eighth Judicial District Court for the
Parish of Winn, Louisiana
Trial Court Nos. 47,276 and 47,491

Honorable Anastasia S. Wiley, Judge

* * * * *

ROGERS, CARTER & PAYNE, LLC
By: Jessica L. Greber

Counsel for Appellant

MATTHEW POWELL, A/K/A
MATTHEW DOMINIQUE POWELL

In Proper Person

* * * * *

Before STONE, MARCOTTE, and ELLENDER, JJ.

ELLENDER, J.

In these consolidated cases, First Tower Loan LLC, d/b/a Tower Loan of Winnfield, appeals 15 default judgments in which the district court rendered judgments for amounts different from those alleged in the petitions, verified in the affidavits of correctness, and stated in the proposed judgments. For the reasons expressed, we amend the judgments to conform to the records and, as amended, render. A separate opinion is issued for each borrower.

PROCEDURAL HISTORY

Matthew Powell, a/k/a Matthew Dominique Powell, of Winnfield, La., took out a loan from Tower Loan on September 30, 2022. The amount financed was \$4,909.45, at a stated APR of 31.73%, requiring Powell to make 30 payments of \$241.00, for a total of \$7,230.00. His final payment was to be April 9, 2025, but, according to Tower Loan's petition, his last payment was on July 24, 2023, leaving a balance of \$4,482.78.

Tower Loan filed this suit on January 29, 2024, seeking the unpaid balance of \$4,482.78, together with contractual interest of 30.48% per annum for one year beginning December 13, 2023, and 18% thereafter. The petition also prayed for late charges, court costs, collection costs, contractual attorney fees, and a recognition of its security interest in the movables described in the loan agreement.

Powell filed no responsive pleading, so Tower Loan moved for default judgment. In support, it attached an affidavit of correctness executed by Scott Lee, and officer of the company, verifying that the balance due was

\$4,482.78 and that the interest rate, under the loan agreement, was 30.48% for one year beginning December 13, 2023, and 18% thereafter until paid in full. Tower Loan also provided a proposed judgment stating this balance due, the interest rate, and other matters not germane to this appeal.

The district court rendered judgment as prayed for, by judgment date-stamped April 22, 2024. However, on July 15, 2024, the only minute entry in the record, the court “reviewed record and amended interest.” In the transcript, the court stated only, “Okay, I’m returning the same to the Clerk.” The court left the principal amount intact but drew a line through the interest rate of 30.48%/18%, writing over it, “legal” interest.

Tower Loan has appealed, raising four assignments of error. Powell has not filed a brief.

DISCUSSION

Compliance with Art. 1702

By its first assignment of error, Tower Loan urges the court erred in failing to accept Tower Loan’s affidavit of correctness, submitted in support of the proposed judgment, as prima facie proof of the indebtedness owed under the promissory note, as required by La. C.C.P. art. 1702(B)(3). By its second assignment, Tower Loan urges the court erred in failing either to sign the proposed default judgment or direct that a hearing be held, as required by La. C.C.P. art. 1702(C).

For the reasons expressed in *First Tower Loan v. Combs*, 56,236 (La. App. 2 Cir. 5/21/25), rendered this day, these assignments have merit. The district court lacked authority to disregard the affidavit of correctness and erred in not signing the proposed judgment.

Award of Interest

By its third assignment of error, Tower Loan urges the court erred in failing to award interest as prayed for and as mandated by La. C.C. art. 1921. By its fourth assignment, Tower Loan urges the court erred in reducing interest in the judgment to “legal interest” from the amount stated in the loan agreement, contrary to La. R.S. 9:3519 and 9:3522. For the reasons expressed in *First Tower Loan v. Combs, supra*, these assignments have merit.

The loan agreement states that the amount financed was \$4,909.45. Under La. R.S. 9:3519, Tower Loan could charge 24% on the portion of the principal that exceeds \$4,000 but does not exceed \$7,000 (this portion would be \$909.45); 27% on the portion that that exceeds \$1,400 but does not exceed \$4,000 (this portion would be \$2,600); and 36% on the remaining portion. The affidavit states that these rates, properly apportioned, yield a contractual rate of 30.48%. Moreover, Powell’s loan was accelerated on December 13, 2023; hence, after December 13, 2024, the interest cannot exceed 18%.¹ The amount prayed for in the petition, and stated in the proposed judgment, complies with the applicable laws.

The district court lacked authority to award interest different from that stated in the loan agreement, the petition, and the affidavit. The judgment will be amended to provide the contractual and legal rate.

CONCLUSION

For the reasons expressed, the principal and interest stated in the judgment are amended as follows:

¹ In brief, Tower Loan states the cutoff date for contractual interest is April 9, 2026, but this is obviously a typo.

IT IS ORDERED, ADJUDGED, AND DECREED that there be judgment herein in favor of the plaintiff, FIRST TOWER LOAN, LLC, d/b/a TOWER LOAN OF WINNFIELD, and against the defendant, MATTHEW POWELL, a/k/a MATTHEW DOMINIQUE POWELL (SSN XXX-XX-4703), in the amount of \$4,482.78, together with interest thereon at the rate of 30.48% per annum for one year beginning December 13, 2023, and 18% thereafter, until paid.

In all other respects, the judgment is affirmed. All costs are to be paid by the borrower, Matthew Powell, a/k/a Matthew Dominique Powell.

AMENDED, AFFIRMED AS AMENDED, AND RENDERED.